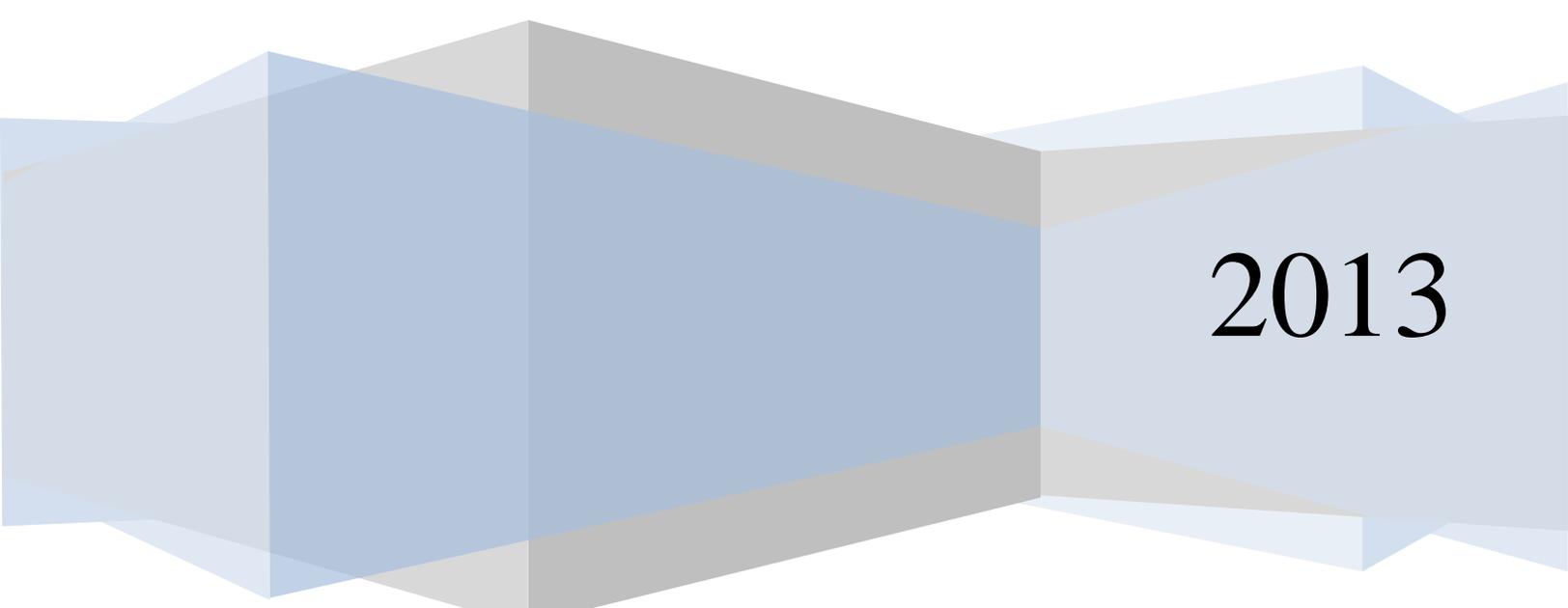


REGULATION FOR THE PROVISION OF ELECTRONIC RETAIL TRANSFERS



2013

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Clause 1

1.0 Citation

This Regulation may be cited as the Retail Transfers Regulation, 2013

Clause 2

2.0 Authorization

This Regulation is issued in terms of Section 31 of the National Payment System Act which authorizes the Minister to make regulations generally for the better carrying into effect the provisions of the National Payment System Act, 2011.

Clause 3

3.0 Policy statement

3.1 Purpose

The purpose of this Regulation is:

- (a) To define retail transfers and provide for the delivery of retail transfers by Payment Service Providers as defined in the National Payment System Act, 2011;
- (b) To facilitate the provision of electronic payment services without compromising the safety and efficiency of the national payment system;
- (c) To provide standards for consumer protection and risk management to be adhered to by all providers of retail transfers.

3.2 Scope

This Regulation applies:

- (a) To all retail transfers utilizing an electronic payment system; including mobile payment service providers.
- (b) With respect to its authorization requirements, to all payment service providers.

Clause 4

4.0 Definitions

In this Regulation, unless the context otherwise requires, the words and expressions used herein shall have the same meanings assigned to them in the National Payment System Act (the Act), and,

“Bank” means the Central Bank of Kenya;

“Cash” means bank notes and coins;

“cash merchant” means a person who, for a fee, performs cash services for a payment service provider and where such cash services do not affect the aggregate value of e-money held in the payment accounts of the relevant bank, financial institution or e-money issuer;

“Cash services” means the exchange of cash for e-money and e-money for cash;

“Client” means a user of the services of a payment service provider;

“Complaint” means any statement of dissatisfaction of service by a client;

“Core capital” means shareholders equity in the form of issued and fully paid-up shares of common stock, plus all disclosed reserves, less goodwill or any other intangible assets;

“Interoperate” means the commercial interconnectivity between providers of different payment systems or payment instruments including the capability of electronic systems to exchange messages and “interoperable” shall be construed accordingly.

“Material shareholder” means a person, other than the government or a public entity who holds directly or indirectly 5% or more of the share capital of a Payment Service Provider and “material shareholding” shall be construed accordingly;

“Payee” means the person who is the recipient of funds which is the subject of a retail transfer;

“Payer” means a person who holds a payment account from which a retail transfer is initiated;

“e-money” means e-money as defined in the E-money Regulation

“E-money issuer” means an e-money issuer authorized to issue e-money in terms of the E-money Regulation

“Designated Payment System” means a payment system designated in accordance with section 3 of the National Payment System Act 2011

“Payment account” means an account which is credited or debited with a retail transfer;

“Payment instruction” means an instruction to a settlement system participant to transfer funds or make a payment

“Payment instrument” means any instrument that enables a person to make payment electronically;

“Payment service” means the provision of retail transfers or any component thereof by one or more payment service providers.

“Mobile payment service provider” means a telecommunications service provider licensed under the Kenya Communications Amendment Act 2008 and authorized by Central Bank of Kenya to offer payment services.

“Payment service provider” means:

- (i) a person, company or organisation acting as provider in relation to sending, receiving, storing or processing of payments or the provision of other services in relation to payment services through any electronic system;
- (ii) (ii) a person, company or organisation which owns, possesses, operates, manages or controls a public switched network for the provision of payment services; or
- (iii) (iii) any other person, company or organization that processes or stores data on behalf of such payment service providers or users of such payment services;;

“Payment system” means a system or arrangement that enables payments to be effected between a payer and a beneficiary, or facilitates the circulation of money, and includes any instruments and procedures that relate to the system;

“point of service” means the locations from which a payment service provider provides retail transfers including its head office and branches, the head office and all the outlets of its cash merchants, as well as any website that can be accessed to initiate retail transfers;

“Real time” means that:

- (a) The retail transfer is completed, that is the payment account of the payer is debited and the payment account of the payee is credited, instantaneously, such that there is no settlement risk; **and**
- (b) The payee receives written notification, simultaneous with the completion of the retail transfer, of having received the funds into his payment account;

“retail transfer” means a payment instruction issued by a payer to a payment service provider to debit a payment account and to credit the payment account of the payee or to make the funds available, directly or through another payment service provider, to the payee where the payee does not hold a payment account, provided that the value being transferred does not exceed seventy thousand shillings.

Clause 5

5.0 Authorization of payment service providers

5.1 A payment service provider, other than a bank or financial institution licensed under the Banking Act or a Deposit Taking Microfinance business licensed under the Microfinance Act, 2006 shall, before commencing such business, apply to the Bank for authorization by submitting an application in the form –set out in Schedule 1 to this Regulation. The application shall be accompanied by the following information:

- (a) The type of services to be offered as well as the programme of operations to offer these services;
- (b) The public interest that will be served by the provision of the payment service;
- (c) A business plan including an indicative budget for the first three financial years which demonstrates that the applicant is able to operate efficiently and safely;
- (d) Evidence that the payment service provider holds the initial capital set out in clause 6;

- (e) A description of the applicant's governance arrangements and internal control mechanisms, including administrative, risk management and accounting procedures, which demonstrates that these governance arrangements, control mechanisms and procedures are proportionate, appropriate, sound and adequate;
- (f) A description of the internal control mechanisms which the applicant has established to comply with its anti-money laundering obligations as set out in the Proceeds of Crime and Anti-Money Laundering Act and the relevant regulations and guidelines;
- (g) A description of the applicant's structural organization including, where applicable, a description of its intended use of cash merchants, branches and outsourcing arrangements, and its participation in a national or international payment system;
- (h) How the payment service provider shall settle the inter-bank payment obligations arising from its provision of retail transfers;
- (i) The identity of its owners, including where necessary the identity of any custodial trustees holding the cash which is represented in the applicant's payment service provided that in the case of public companies only material shareholdings must be declared;
- (j) The identity of directors and persons responsible for the management of the payment service provider, including where necessary the identity of any custodial trustees holding the cash which is represented in the applicant's payment service and, where the activities for which authorization is being sought will be conducted in a separate division, the persons responsible for the management of that division, as well as evidence that they are of good repute and possess the appropriate knowledge and experience to perform the proposed services;
- (k) The applicant's registration documents;
- (l) The address of the applicant's head office.
The Bank may, within 30 days of receiving the information set out in this clause, request additional information from the payment service provider.

5.2 The Bank shall, within 30 days of receiving the complete information requested under 5.1, authorize a person as a payment service provider if:

- (a) The person is a limited liability company registered in Kenya;

- (b) The person has adequately provided all the information required under clause 5.1;
- (c) The Bank's assessment is that the payment service provider can provide retail transfers safely and efficiently;
- (d) In the case of a person engaging in other commercial activities:
 - (i) the non-payment activities shall not impair or are not likely to impair either the financial soundness of the payment service provider or the ability of the Bank to monitor the payment service provider's compliance with the obligations laid down in this Regulation;
 - (ii) the person conducts its payment services in a separate and distinct business unit from its other business units, including maintaining a separate management structure and keeping separate books of account for its payment services division;
- (f) The material owners and ownership structure are suitable;
- (g) The person holds the core capital required under clause 6;
- (h) The person has obtained an appropriate license under the Kenya Communications Amendment Act, 2008 and remains in compliance with the said Act and license conditions;
 - (i) The person has lodged a non-refundable application fee with the Bank of Ten Thousand Shillings or any such amount that may be determined by the Bank from time to time.
 - (ii) Upon authorisation, Designated Payment Systems will be required to pay an initial operating fee of KShs 10,000,000 and Payment Service Providers will be required to pay an initial operating fee of KShs 100,000.

5.3 Where authorization has been granted under this clause, the Bank may impose conditions subject to which the authorization is granted and may add, vary, or substitute conditions attached thereto.

5.4 An authorization issued under this clause shall, unless earlier revoked, be valid up to the 31st December of the year in which it is issued.

Renewal

5.5 An authorization made under this clause may on expiry be renewed for a further period of twelve months, provided that where an application for renewal is made the authorization

shall be deemed to continue in force until the application for renewal is determined. An application for renewal shall be made at least 2 months prior to the expiry of the authorization, shall be in form- set out in Schedule 1 to this Regulation and shall be accompanied with an amount of for Payment Service Providers, anddesignated payment systems. Applications for renewals shall be considered in accordance with the provisions of sub-clause 5.2 and the Central Bank may require an applicant for renewal to submit any or all of the information set out in clause 5.1.

Revocation and Suspension

- 5.6 The Bank may, subject to clause 5.7, by notice in writing to an authorized payment service provider, revoke or suspend an authorization under this clause for such period as it may specify, if the authorized payment service provider:
- (a) Ceases to carry on business in Kenya or goes into liquidation or is wound up, or is otherwise dissolved; or
 - (b) Fails to comply with the provisions of The National Payment System Act, 2011 and/or of this Regulation or any conditions attached to an authorization.
- 5.7 Before revoking or suspending an authorization under this clause, the Bank shall give an authorized payment service provider not less than fourteen days notice in writing of the grounds for the proposed revocation or suspension and shall consider any representations made to it in writing by the authorized payment service provider within that period.

Sanctions and Penalties

- 5.8 If a provider is found to contravene any of the conditions set out herein, The Central Bank of Kenya may pursue any or all remedial actions provided under Sections 30, 31 and 32 and 6 of the National Payments System Act, 2011.

Clause 6

6.0 Capital requirements

- 6.1 A payment service provider, other than a bank or financial institution licensed under the Banking Act or a Deposit Taking Microfinance business licensed under the Microfinance Act and an authorized e-money issuer, shall, at the time of authorization, hold a core capital of not less than Ten Million Shillings.
- 6.2 Notwithstanding the core capital requirement at the time of authorization, payment service providers shall at all times hold core capital equal or greater than:
- (a) Ten Million Shillings, or
 - (b) The amount specified in Schedule A to these Regulations. The Bank may amend Schedule A from time to time.

Clause 7

7.0 Cash merchants

- 7.1 A payment service provider may utilize cash merchants to perform cash services, provided the payment service provider can execute the retail transfers that support the cash services in real time.
- 7.2 Payment service providers that intend to utilize cash merchants shall, at least 60 days prior to commencing the utilization of cash merchants, advise the Bank in writing of their intention and provide the following information to the Bank:
- (a) The procedure for recruiting cash merchants;
 - (b) A copy of the proposed standard agreement with cash merchants, which shall provide, amongst others, that the cash merchant is under an obligation, when requested to do so by the Bank, to provide information and access to their premises, systems and records, to the Bank;

- (c) The policies and procedures approved by the payment service provider for the provision of cash services through cash merchants, including anti-money laundering controls to be implemented by cash merchants in terms of the Proceeds of Crime and Anti-Money Laundering Act or the Anti Money Laundering Regulations for the provision of Mobile Money Services;
- (d) A description of the technology to be used for delivering cash services;
- (e) A risk assessment report of the provision of cash services through cash merchants including the control measures that will be applied to mitigate the risks;
- (f) The security measures to be adopted for the premises of cash merchants; and
- (g) The cash merchant manual and any materials used for training cash merchants.

The Bank may require the payment service provider to submit additional information.

7.3 The Bank may, by notice in writing to a payment service provider intending to appoint cash merchants, instruct the payment service provider to desist from proceeding with the provision of services through cash merchants if the information provided to the Bank under 7.2 is incorrect or if the information indicates that the payment service provider will not comply with the provisions of this Regulation or any other legal provision if it proceeds with the provision of cash services through cash merchants. The Bank shall provide reasons for its decision and shall afford the payment service provider an opportunity to amend its documents.

7.4 Payment service providers may appoint, through written agreement, a person as cash merchant if that person:

- (a) Possesses such registrations, business licenses, or permits as may be required for the performance of its commercial activities;
- (b) Can lawfully provide the proposed cash services;
- (c) Holds a payment account with the bank, financial institution or payment service provider and, if the payment service provider is not a licensed bank or financial institution, also holds an account with a licensed bank or financial institution;

- (d) Is financially sound and has provided the payment service provider with adequate documents to prove its trading history;
- (e) Has provided evidence to the payment service provider indicating that its management has the necessary experience and competence to perform the cash services.

7.5 Payment service providers may, subject to 7.4, appoint wholesale cash merchants to distribute e-money to cash merchants.

7.6 A payment service provider utilizing cash merchants to perform cash services shall maintain the following records:

- (a) The name, physical address, postal address and telephone numbers of the cash merchants, as well as the physical address and telephone numbers of each of the outlets of the cash merchant at which it will provide cash services;
- (b) The identity of the persons responsible for the management of the cash merchant; and the Bank may insert this information in a public electronic register of cash merchants.

This information shall be made available to the Central Bank upon request.

7.7 A payment service provider utilizing cash merchants to perform cash services shall:

- (a) Provide adequate training and support to its cash merchants, including a cash merchant manual containing the policies, rules and operational guidelines needed to ensure the safe and efficient provision of services to clients;
- (b) Maintain effective oversight over the activities of its cash merchants; and
- (c) Maintain records of the number, volumes and values of transactions carried out by each cash merchant.

7.8 Cash merchants and wholesale cash merchants contracted to payment service providers shall comply with the anti-money laundering controls imposed in terms of the Proceeds of Crime and Anti-Money Laundering Act.

Clause 8

8.0 Outsourcing

- 8.1 Where a payment service provider intends to outsource operational functions of its provision of payment services, it shall inform the Bank at least 30 days before such outsourcing agreement is implemented.
- 8.2 Outsourcing of material operational functions may not be undertaken in such a way as to impair the quality of the payments service provider's internal control and the ability of the Bank to monitor the payment service provider's compliance with the Act and this Regulation.
- 8.3 For the purpose of clause 8.2 an operational function shall be regarded as material if a defect or failure in its performance would materially impair the continuing compliance of the payment service provider with the requirements of its authorization under this Regulation, or its financial performance, or the soundness or the continuity of its payment services. When a payment service provider outsources a material operational function, it shall comply with the following conditions:
- (a) The outsourcing shall not result in the delegation by senior management of its responsibility;
 - (b) The relationship and obligations of the payment service provider to its clients under this Regulation shall not be altered;
 - (c) The outsourcing contract shall provide that the Bank shall be able to exercise its oversight and supervisory powers under clause 14 in respect of the third parties to whom functions are outsourced;
 - (d) The requirements with which the payment service provider must comply in order to be authorized and remain so, including any conditions imposed by the Bank, shall not be undermined.

Clause 9

9.0 Compliance requirements/risk management

- 9.1 Payment service providers shall utilize open systems capable of becoming interoperable with other payment systems in the country and internationally.
- 9.2 Payment system providers shall comply with the technical standards determined by the Bank from time to time.
- 9.3 Payment system providers shall comply with the risk management guidelines which may be published by the Bank from time to time.

Clause 10

10.0 Ring fencing/safeguarding requirements

- 10.1 A payment service provider engaged in retail transfers as well as other commercial activities as envisaged in clause 5.2(d), shall safeguard the funds which have been received from payers or from other payment service providers for the execution of retail transfers, as follows:
 - (a) It shall not transfer the funds to its own account used for normal business operations nor commingle the funds with the funds of any person other than payers and payees on whose behalf the funds are held,
 - (b) where the funds are still held by the payment service provider and not yet delivered to the payee or transferred to another payment service provider by the end of the business day on which the funds were received (for example in the case of a payment service provider's system down-time),
 - (i) the payment service provider shall employ appropriate risk mitigation strategies to ensure that funds held by a custodial trustee are sufficiently diversified and placed in strongly rated commercial banks or government securities in consultation with the Central Bank.

Clause 11

11.0 Execution of payments

- 11.1 A payer may not revoke a retail transfer instruction once it has been received by the payee's payment service provider.
- 11.2 The payment service provider(s) involved in a retail transfer shall transfer the full amount of the payment transaction and shall not deduct charges from the amount transferred, other

than charges expressly agreed to by the client in advance, or which the client has received notice of in terms of clause 12.1(b).

- 11.3 Payment service providers shall ensure that the amount of the retail transfer is credited to the payee's payment account or the funds made available to the payee at the latest by the end of the third business day after the receipt of the instruction from the payer.
- 11.4 The payment service provider shall be liable to the payer for the correct execution of the payment transaction in accordance with the instruction of the payer. The payment service provider shall not be liable to the payer when the retail transfer requires transmission to a second payment service provider (the payee's payment service provider) and the payer's payment service provider can prove transmission of the retail transfer to the second payment service provider. Where a payment service provider is liable under this clause for the non-execution or defective execution of a retail transfer, he shall without undue delay restore the debited payment account to the state in which it would have been had the defective transaction not taken place, including a refund of the charges imposed.
- 11.5 The payment service provider shall be liable for payment transactions performed without the knowledge of the client, provided that such liability may be contractually excluded in circumstances where the payment service provider can prove an element of fault on the side of the client in the use of the service or can demonstrate *prima facie* that the payment instruction was carried out by the legitimate client.

Clause 12

12.0 Consumer Protection

12.1 Disclosure

- (a) A payment service provider shall provide a clear and understandable description of the services which it offers and the rates, terms, conditions and charges for such services and shall publish such information and display it prominently at all points of service.
- (b) A payment service provider shall notify clients, as well as the Bank, in writing of any material changes in the rates, terms, conditions and charges at which it offers its services and shall do so at least 7 days before the changes take effect.

- (c) The Bank may from time to time publish any information it considers useful to clients, which information may include, but not be limited to tariffs, quality of service and statistical information.
- (d) A payment service provider shall provide its clients at the point of service with:-
 - (i) the name of the payment service provider ; and
 - (ii) a telephone number or such other contact medium that provides access to its customer care system.
- (e) After the amount to be transferred through a retail transfer is debited to the payer's payment account, the payer's payment service provider shall without undue delay provide the payer with the following information:
 - (i) A reference enabling the payer to identify each payment transaction;
 - (ii) The details of the payee and its payment account details (if any);
 - (iii) The amount of the retail transfer;
 - (iv) The date of debit.
- (f) After the amount transferred through a retail transfer is credited to the payee's payment account or paid to the payee, the payee's payment service provider (if any) shall without undue delay provide the payee with the following information:
 - (i) The reference enabling the payee to identify the payment transaction;
 - (ii) The name of the payer and any information transferred with the payment transaction;
 - (iii) The amount of the retail transfer;
 - (iv) The date of credit, where applicable.
- (g) Where a retail transfer will not be completed in real time, the payment service provider will provide the payer with the maximum execution time for the transfer to reach the payment account of the payee.
- (h) A payment service provider may not charge the client for fulfillment of its disclosure and information obligations under this Regulation.

12.2 Customer care service

- (a) A payment service provider shall, within a period of six months after commencing the provision of payment services, establish a customer care system within which its clients can make inquiries and complaints concerning its services. A payment service provider shall, prior to the establishment of a customer care system in terms of this clause, provide adequate means for clients to file complaints and shall address such complaints within a reasonable period from receipt of the complaint.

- (b) Payment service providers shall provide easily understood information about their complaint handling processes at all points of service.
- (c) All complaints shall be lodged within a period of fifteen (15) days from the date of occurrence.
- (d) Payment service providers shall acknowledge all complaints filed with them.
- (e) At the time of making a complaint a client shall be advised of the expected actions and timing for investigating and resolving the complaint and in the event that the payment service provider regards the complaint as frivolous or vexatious, the client shall be informed accordingly and if dissatisfied the client shall have further recourse in accordance with these this Regulation.
- (f) All complaints shall be resolved within sixty (60) days of being lodged.
- (g) Payment service providers shall put in place processes to provide clients with sufficient information and the means to inquire on the progress of complaints and such processes may include complaint reference numbers or other identifiers in order to facilitate timely and accurate responses to subsequent inquiries by clients.
- (h) Clients shall be advised of the outcome of the investigation of their complaint, and any resulting decision by the payment service provider.
- (i) Where a client is not satisfied with a decision reached pursuant to a complaint, the payment service provider shall give the client the option of pursuing an identified escalation process by which the decision may be examined by a suitably qualified person in the payment service provider's organization.
- (j) Complaint handling processes shall be provided free of charge but a payment service provider may impose a reasonable charge for complaint handling processes where investigation of the complaint requires the retrieval of records more than three months old, and where the retrieval results in an incremental expense or significant inconvenience to the payment service provider
- (k) Payment service providers shall make adequate provision to ensure that people with disabilities are able to access their complaint handling processes, including ensuring that such clients can be easily represented by their authorized representatives in order to make

a complaint. In cases where such clients specifically request assistance in lodging complaints, payment service providers shall be obliged to provide reasonable assistance.

12.3 Client service agreements

Payment service providers shall enter into a written client service agreement with every client to which it renders services and shall submit to the Central Bank a copy of the standard client service agreement applicable to each service offered to the public.

12.4 Confidentiality/Privacy

- (a) Payment service providers shall keep the information in respect of services provided to any client confidential.
- (b) A payment service provider shall disclose client information in respect of services provided by them only
 - (i) To the client concerned;
 - (ii) To the Bank;
 - (iii) When authorized in writing by the client concerned; or
 - (iv) As required by law.

Clause 13

13.0 Record keeping

13.1 Payment service providers shall utilize systems able to provide an accurate and fully accessible audit trail of all transactions from the origin of the retail transfer to its finality.

13.2 A payment service provider shall keep records of every retail transfer processed by it for a period of at least seven years.

Clause 14

14.0 Reporting requirements and Central Bank oversight

14.1 The Bank shall, in respect of payment service providers, exercise the oversight and supervisory powers and functions conferred on it by the Act.

14.2 Every payment service provider shall, within 10 days of the end of every calendar month, submit to the Bank in the forms set out in Schedules —, information regarding:

- (a) The volumes, values and geographic distribution of each retail transfer payment instrument offered by it;
 - (b) Incidents of fraud, theft or robbery;
 - (c) Material service interruptions and major security breaches;
 - (d) Complaints reported, including remedial measures taken, those resolved and those outstanding;
- 14.3 Every payment service provider shall, within three months of the end of its financial year, submit to the Bank an audited balanced sheet, showing its assets and liabilities in Kenya, and an audited profit and loss account covering its activities in Kenya together with a copy of the auditor's report. A payment service provider referred to in clause 5.2(d) shall submit separate audited financial statements for both the payment service provider and the Trust.
- 14.4 The Bank shall establish a public register of all authorized payment service providers and their points of service.

Clause 15

15.0 Transitional provisions

Payment service providers who commenced their delivery of retail transfers before the effective date, shall be allowed a period of 12 months from the effective date to comply with this Regulation. The Bank may, in respect of such a payment service provider, dispense with any requirement of this Regulation with which that payment service provider complied with prior to the effective date.

Clause 16

16.0 Effective Date

The effective date of the Regulations shall be _____

Schedule 1

OVERSIGHT DATA REQUIREMENT

PURSUANT of section 16 and section 20 of the National Payment System Act, 2011, kindly provide the following information to facilitate oversight of your payment service. (*Additional information is provided in the attachments*).

PART A: Payment Service Provider Details

1. Name of the Payment Service Provider.....
2. Description of the payment service provided (please provide more details on a separate documentation)
.....
.....
4. Please provide the following information about your Payment instrument.
 - i. Physical address
 - ii. Postal address
 - iii. Telephone
 - iv. Registered head office:

PART B: Operational Details

1. How many outlets / Agents operate under your establishment (Provide detailed geographic distribution in the attached sheet)
2. What is the volume and value of your operations during last month?
Aggregate Value
- Aggregate Volume
3. Have you experienced incidents of fraud, theft or robbery?
 - a) No
 - b) Yes (Provide geographical distribution details in the sheet provided)?
4. Have you experienced material service interruptions and major security breaches?
 - a) No

b) Yes (Provide geographical distribution details in the sheet provided)

5. What security measures have you put in place to prevent service interruptions?

.....
.....

6. Have you received complaints and how have they been resolved?

a) No

b) Yes (Provide geographical distribution details in the sheet provided and resolving mechanisms can be provided in a separate sheet)

PART C: Declaration

I/We declare that the information provided is true to the best of our knowledge.

Name.....

Name

Designation

Designation

Date

Date